

1 Karl M. Steins (SBN 179418)
2 STEINS & ASSOCIATES, P.C.
3 2333 Camino del Rio South, Suite 120
4 San Diego, CA 92108
5 Email: karl@steins-patents.com

6 Eric M. Schiffer (SBN179695)
7 SCHIFFER & BUUS, APC
8 3070 Bristol Street, Suite 530
9 Costa Mesa, California 92626
10 Telephone: (949)825-6140
11 Facsimile: (949)825-6141
12 Email: eschiffer@schifferbuus.com

13 Attorneys for Plaintiff
14 INJEN TECHNOLOGY COMPANY, LTD

15 Tommy SF Wang (SBN: 272409)
16 Annie Wong (SBN: 296289)
17 Ka in Chan (SBN: 322578)
18 Wang IP Law Group, P.C.
19 18645 E. Gale Ave. Ste #205
20 City of Industry, CA 91748
21 Telephone: (888) 827-8880
22 Facsimile: (888) 827-8880
23 Email: twang@thewangiplaw.com; awong@thewangiplaw.com;
24 kchan@thewangiplaw.com

25 Attorneys for Defendants
26 AF Dynamic and Stanley Chan

27 UNITED STATES DISTRICT COURT
28 FOR THE CENTRAL DISTRICT OF CALIFORNIA

1 INJEN TECHNOLOGY COMPANY,
LTD, a California corporation

Case No. **2:18-CV-5910**

2 Plaintiff,

3 vs.

**STIPULATED PROTECTIVE
ORDER¹**

4 AF DYNAMIC, a California
corporation, STANLEY CHAN, an
5 individual, and DOES 1-10, inclusive

6 Defendants.
7
8

9 1. A. PURPOSES AND LIMITATIONS

10 Discovery in this action is likely to involve production of confidential,
11 proprietary or private information for which special protection from public disclosure
12 and from use for any purpose other than prosecuting this litigation may be warranted.
13 Accordingly, the parties hereby stipulate to and petition the Court to enter the
14 following Stipulated Protective Order. The parties acknowledge that this Order does
15 not confer blanket protections on all disclosures or responses to discovery and that the
16 protection it affords from public disclosure and use extends only to the limited
17 information or items that are entitled to confidential treatment under the applicable
18 legal principles.

19 B. GOOD CAUSE STATEMENT

20 This action is likely to involve trade secrets, customer and pricing lists and other
21 valuable research, development, commercial, financial, technical and/or proprietary
22 information for which special protection from public disclosure and from use for any
23 purpose other than prosecution of this action is warranted. Such confidential and
24 proprietary materials and information consist of, among other things, confidential
25 business or financial information, information regarding confidential business practices,
26 or other confidential research, development, or commercial information (including
27

28 ¹ This Stipulated Protective Order is based substantially on the model protective
order provided under Magistrate Judge Alexander F. MacKinnon's Procedures.

1 information implicating privacy rights of third parties), information otherwise generally
2 unavailable to the public, or which may be privileged or otherwise protected from
3 disclosure under state or federal statutes, court rules, case decisions, or common law.
4 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
5 disputes over confidentiality of discovery materials, to adequately protect information
6 the parties are entitled to keep confidential, to ensure that the parties are permitted
7 reasonable necessary uses of such material in preparation for and in the conduct of
8 trial, to address their handling at the end of the litigation, and serve the ends of justice,
9 a protective order for such information is justified in this matter. It is the intent of the
10 parties that information will not be designated as confidential for tactical reasons and
11 that nothing be so designated without a good faith belief that it has been maintained in
12 a confidential, non-public manner, and there is good cause why it should not be part of
13 the public record of this case.

14 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
15 SEAL

16 The parties further acknowledge, as set forth in Section 12.3, below, that this
17 Stipulated Protective Order does not entitle them to file confidential information under
18 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the
19 standards that will be applied when a party seeks permission from the court to file
20 material under seal.

21 There is a strong presumption that the public has a right of access to judicial
22 proceedings and records in civil cases. In connection with non-dispositive motions,
23 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
24 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*, 307
25 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576,
26 577 (E.D. Wis. 1999) (even stipulated protective orders require good cause showing),
27 and a specific showing of good cause or compelling reasons with proper evidentiary
28 support and legal justification, must be made with respect to Protected Material that a
party seeks to file under seal. The parties' mere designation of Disclosure or Discovery

1 Material as CONFIDENTIAL does not—without the submission of competent
 2 evidence by declaration, establishing that the material sought to be filed under seal
 3 qualifies as confidential, privileged, or otherwise protectable—constitute good cause.

4 Further, if a party requests sealing related to a dispositive motion or trial, then
 5 compelling reasons, not only good cause, for the sealing must be shown, and the relief
 6 sought shall be narrowly tailored to serve the specific interest to be protected. *See Pintos*
 7 *v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type of
 8 information, document, or thing sought to be filed or introduced under seal in
 9 connection with a dispositive motion or trial, the party seeking protection must
 10 articulate compelling reasons, supported by specific facts and legal justification, for the
 11 requested sealing order. Again, competent evidence supporting the application to file
 12 documents under seal must be provided by declaration.

13 Any document that is not confidential, privileged, or otherwise protectable in its
 14 entirety will not be filed under seal if the confidential portions can be redacted. If
 15 documents can be redacted, then a redacted version for public viewing, omitting only
 16 the confidential, privileged, or otherwise protectable portions of the document, shall be
 17 filed. Any application that seeks to file documents under seal in their entirety should
 18 include an explanation of why redaction is not feasible.

19 2. DEFINITIONS

20 2.1 Action: This pending federal lawsuit: Case No. **2:18-CV-5910**

21 2.2 —: a Party or Non-Party that challenges the designation of information or
 22 items under this Order.

23 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
 24 it is generated, stored or maintained) or tangible things that qualify for protection under
 25 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
 26 Statement.

27 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
 28 support staff).

1 2.5 Designating Party: a Party or Non-Party that designates information or items
2 that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

3 2.6 Disclosure or Discovery Material: all items or information, regardless of the
4 medium or manner in which it is generated, stored, or maintained (including, among
5 other things, testimony, transcripts, and tangible things), that are produced or generated
6 in disclosures or responses to discovery in this matter.

7 2.7 Expert: a person with specialized knowledge or experience in a matter
8 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
9 expert witness or as a consultant in this Action.

10 2.8 House Counsel: attorneys who are employees of a party to this Action.
11 House Counsel does not include Outside Counsel of Record or any other outside
12 counsel.

13 2.9 Non-Party: any natural person, partnership, corporation, association or other
14 legal entity not named as a Party to this action.

15 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
16 this Action but are retained to represent or advise a party to this Action and have
17 appeared in this Action on behalf of that party or are affiliated with a law firm that has
18 appeared on behalf of that party, and includes support staff.

19 2.11 Party: any party to this Action, including all of its officers, directors,
20 employees, consultants, retained experts, and Outside Counsel of Record (and their
21 support staffs).

22 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
23 Discovery Material in this Action.

24 2.13 Professional Vendors: persons or entities that provide litigation support
25 services (e.g., photocopying, videotaping, translating, preparing exhibits or
26 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
27 their employees and subcontractors.

28 2.14 Protected Material: any Disclosure or Discovery Material that is designated
as "CONFIDENTIAL."

1 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from
2 a Producing Party.

3 ///

4 3. SCOPE

5 The protections conferred by this Stipulation and Order cover not only
6 Protected Material (as defined above), but also (1) any information copied or extracted
7 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
8 Protected Material; and (3) any testimony, conversations, or presentations by Parties or
9 their Counsel that might reveal Protected Material.

10 Any use of Protected Material at trial shall be governed by the orders of the trial
11 judge. This Order does not govern the use of Protected Material at trial.

12 4. DURATION

13 Once a case proceeds to trial, information that was designated as
14 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
15 as an exhibit at trial becomes public and will be presumptively available to all members
16 of the public, including the press, unless compelling reasons supported by specific
17 factual findings to proceed otherwise are made to the trial judge in advance of the trial.
18 *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing
19 documents produced in discovery from “compelling reasons” standard when merits-
20 related documents are part of court record). Accordingly, the terms of this protective
21 order do not extend beyond the commencement of the trial.

22 5. DESIGNATING PROTECTED MATERIAL

23 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
24 Party or Non-Party that designates information or items for protection under this
25 Order must take care to limit any such designation to specific material that qualifies
26 under the appropriate standards. The Designating Party must designate for protection
27 only those parts of material, documents, items or oral or written communications that
28 qualify so that other portions of the material, documents, items or communications for

1 which protection is not warranted are not swept unjustifiably within the ambit of this
2 Order.

3 Mass, indiscriminate or routinized designations are prohibited. Designations that
4 are shown to be clearly unjustified or that have been made for an improper purpose
5 (e.g., to unnecessarily encumber the case development process or to impose
6 unnecessary expenses and burdens on other parties) may expose the Designating Party
7 to sanctions.

8 If it comes to a Designating Party's attention that information or items that it
9 designated for protection do not qualify for protection, that Designating Party must
10 promptly notify all other Parties that it is withdrawing the inapplicable designation.

11 5.2 Manner and Timing of Designations. Except as otherwise provided in this
12 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
13 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
14 must be clearly so designated before the material is disclosed or produced.

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (e.g., paper or electronic
17 documents, but excluding transcripts of depositions or other pretrial or trial
18 proceedings), that the Producing Party affix at a minimum, the legend
19 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
20 contains protected material. If only a portion of the material on a page qualifies for
21 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
22 by making appropriate markings in the margins).

23 A Party or Non-Party that makes original documents available for inspection
24 need not designate them for protection until after the inspecting Party has indicated
25 which documents it would like copied and produced. During the inspection and before
26 the designation, all of the material made available for inspection shall be deemed
27 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
28 copied and produced, the Producing Party must determine which documents, or
portions thereof, qualify for protection under this Order. Then, before producing the
specified documents, the Producing Party must affix the "CONFIDENTIAL legend"

1 to each page that contains Protected Material. If only a portion of the material on a
2 page qualifies for protection, the Producing Party also must clearly identify the
3 protected portion(s) (e.g., by making appropriate markings in the margins).

4 (b) for testimony given in depositions that the Designating Party identifies
5 the Disclosure or Discovery Material on the record, before the close of the deposition
6 all protected testimony.

7 (c) for information produced in some form other than documentary and
8 for any other tangible items, that the Producing Party affix in a prominent place on the
9 exterior of the container or containers in which the information is stored the legend
10 "CONFIDENTIAL." If only a portion or portions of the information warrants
11 protection, the Producing Party, to the extent practicable, shall identify the protected
12 portion(s).

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
14 to designate qualified information or items does not, standing alone, waive the
15 Designating Party's right to secure protection under this Order for such material. Upon
16 timely correction of a designation, the Receiving Party must make reasonable efforts to
17 assure that the material is treated in accordance with the provisions of this Order.

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
20 of confidentiality at any time that is consistent with the Court's Scheduling Order.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
22 process under Local Rule 37-1 et seq.

23 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint
24 stipulation pursuant to Local Rule 37-2.

25 6.4 The burden of persuasion in any such challenge proceeding shall be on the
26 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
27 to harass or impose unnecessary expenses and burdens on other parties) may expose
28 the Challenging Party to sanctions. Unless the Designating Party has waived or
withdrawn the confidentiality designation, all parties shall continue to afford the

1 material in question the level of protection to which it is entitled under the Producing
2 Party's designation until the Court rules on the challenge.

3
4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is
6 disclosed or produced by another Party or by a Non-Party in connection with this
7 Action only for prosecuting, defending or attempting to settle this Action. Such
8 Protected Material may be disclosed only to the categories of persons and under the
9 conditions described in this Order. When the Action has been terminated, a Receiving
10 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at a
12 location and in a secure manner that ensures that access is limited to the persons
13 authorized under this Order.

14 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
15 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
16 may disclose any information or item designated "CONFIDENTIAL" only to:

17 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
18 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
19 disclose the information for this Action;

20 (b) the officers, directors, and employees (including House Counsel) of
21 the Receiving Party to whom disclosure is reasonably necessary for this Action;

22 (c) Experts (as defined in this Order) of the Receiving Party to whom
23 disclosure is reasonably necessary for this Action and who have signed the
24 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

25 (d) the court and its personnel;

26 (e) court reporters and their staff;

27 (f) professional jury or trial consultants, mock jurors, and Professional
28 Vendors to whom disclosure is reasonably necessary for this Action and who have
signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

1 (g) the author or recipient of a document containing the information or a
2 custodian or other person who otherwise possessed or knew the information;

3 (h) during their depositions, witnesses, and attorneys for witnesses, in the
4 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
5 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
6 not be permitted to keep any confidential information unless they sign the
7 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed
8 by the Designating Party or ordered by the court. Pages of transcribed deposition
9 testimony or exhibits to depositions that reveal Protected Material may be separately
10 bound by the court reporter and may not be disclosed to anyone except as permitted
11 under this Stipulated Protective Order; and (i) any mediator or settlement officer, and
12 their supporting personnel, mutually agreed upon by any of the parties engaged in
13 settlement discussions.

14 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
15 IN OTHER LITIGATION

16 If a Party is served with a subpoena or a court order issued in other litigation that
17 compels disclosure of any information or items designated in this Action as
18 "CONFIDENTIAL," that Party must:

19 (a) promptly notify in writing the Designating Party. Such notification
20 shall include a copy of the subpoena or court order;

21 (b) promptly notify in writing the party who caused the subpoena or order
22 to issue in the other litigation that some or all of the material covered by the subpoena
23 or order is subject to this Protective Order. Such notification shall include a copy of
24 this Stipulated Protective Order; and

25 (c) cooperate with respect to all reasonable procedures sought to be
26 pursued by the Designating Party whose Protected Material may be affected.

27 If the Designating Party timely seeks a protective order, the Party served with the
28 subpoena or court order shall not produce any information designated in this action as
"CONFIDENTIAL" before a determination by the court from which the subpoena or

1 order issued, unless the Party has obtained the Designating Party's permission. The
2 Designating Party shall bear the burden and expense of seeking protection in that court
3 of its confidential material and nothing in these provisions should be construed as
4 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
5 from another court.

6 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
7 PRODUCED IN THIS LITIGATION

8 (a) The terms of this Order are applicable to information produced by a Non-
9 Party in this Action and designated as "CONFIDENTIAL." Such information
10 produced by Non-Parties in connection with this litigation is protected by the remedies
11 and relief provided by this Order. Nothing in these provisions should be construed as
12 prohibiting a Non-Party from seeking additional protections.

13 (b) In the event that a Party is required, by a valid discovery request, to produce
14 a Non-Party's confidential information in its possession, and the Party is subject to an
15 agreement with the Non-Party not to produce the Non-Party's confidential
16 information, then the Party shall:

17 (1) promptly notify in writing the Requesting Party and the Non-Party
18 that some or all of the information requested is subject to a confidentiality agreement
19 with a Non-Party;

20 (2) promptly provide the Non-Party with a copy of the Stipulated
21 Protective Order in this Action, the relevant discovery request(s), and a reasonably
22 specific description of the information requested; and

23 (3) make the information requested available for inspection by the Non-
24 Party, if requested.

25 (c) If the Non-Party fails to seek a protective order from this court within 14
26 days of receiving the notice and accompanying information, the Receiving Party may
27 produce the Non-Party's confidential information responsive to the discovery request.
28 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
any information in its possession or control that is subject to the confidentiality

1 agreement with the Non-Party before a determination by the court. Absent a court
2 order to the contrary, the Non-Party shall bear the burden and expense of seeking
3 protection in this court of its Protected Material.

4
5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
7 Protected Material to any person or in any circumstance not authorized under this
8 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
9 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
10 all unauthorized copies of the Protected Material, (c) inform the person or persons to
11 whom unauthorized disclosures were made of all the terms of this Order, and (d)
12 request such person or persons to execute the "Acknowledgment and Agreement to Be
13 Bound" that is attached hereto as Exhibit A.

14 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
15 PROTECTED MATERIAL

16 When a Producing Party gives notice to Receiving Parties that certain
17 inadvertently produced material is subject to a claim of privilege or other protection,
18 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
19 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
20 may be established in an e-discovery order that provides for production without prior
21 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
22 parties reach an agreement on the effect of disclosure of a communication or
23 information covered by the attorney-client privilege or work product protection, the
24 parties may incorporate their agreement in the stipulated protective order submitted to
25 the court.

26 12. MISCELLANEOUS

27 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
28 person to seek its modification by the Court in the future.

1 12.2 Right to Assert Other Objections. By stipulating to the entry of this
2 Protective Order, no Party waives any right it otherwise would have to object to
3 disclosing or producing any information or item on any ground not addressed in this
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any
5 ground to use in evidence of any of the material covered by this Protective Order.

6 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
7 Material must comply with Local Civil Rule 79-5. Protected Material may only be filed
8 under seal pursuant to a court order authorizing the sealing of the specific Protected
9 Material at issue. If a Party's request to file Protected Material under seal is denied by
10 the court, then the Receiving Party may file the information in the public record unless
11 otherwise instructed by the court.

12 13. FINAL DISPOSITION

13 After the final disposition of this Action, as defined in paragraph 4, within 60
14 days of a written request by the Designating Party, each Receiving Party must return all
15 Protected Material to the Producing Party or destroy such material. As used in this
16 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
17 summaries, and any other format reproducing or capturing any of the Protected
18 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
19 must submit a written certification to the Producing Party (and, if not the same person
20 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
21 category, where appropriate) all the Protected Material that was returned or destroyed
22 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
23 compilations, summaries or any other format reproducing or capturing any of the
24 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
25 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
26 legal memoranda, correspondence, deposition and trial exhibits, expert reports,
27 attorney work product, and consultant and expert work product, even if such materials
28 contain Protected Material. Any such archival copies that contain or constitute

1 Protected Material remain subject to this Protective Order as set forth in Section 4
2 (DURATION).

3
4 14. VIOLATION

5 Any violation of this Order may be punished by appropriate measures including,
6 without limitation, contempt proceedings and/or monetary sanctions.

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: June 5, 2019

Dated: June 5, 2019

Steins & Associates, P.C.

Wang IP Law Group, P.C.

/s/Karl M. Steins

/s/Tommy SF Wang

Karl M. Steins

Tommy SF Wang

karl@steins-patents.com

twang@thewangiplawgroup.com

SCHIFFER & BUUS APC

/s/Annie Y. Wong

/s/Eric M. Schiffer

Annie Y. Wong

Eric M. Schiffer

awong@thewangiplawgroup.com

eschiffer@schifferbuus.com

/s/Ka in Chan

Attorneys for Plaintiff

Ka in Chan

kchan@thewangiplawgroup.com

Attorneys for Defendants

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 6/5/19


HON. SUZANNE H. SEGAL

United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was issued
by the United States District Court for the Central District of California on [date] in the
case of Case No. **2:18-CV-5910**. I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and acknowledge that failure
to so comply could expose me to sanctions and punishment in the nature of contempt.
I solemnly promise that I will not disclose in any manner any information or item that
is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for enforcing the terms of this Stipulated Protective
Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with this
action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____